

May 3, 1979

MEMORANDUM

TO: BOSTON REDEVELOPMENT AUTHORITY

FROM: ROBERT J. RYAN, DIRECTOR

SUBJECT: REQUEST FOR AUTHORIZATION  
TO RE-ENTER AN "URBAN HOMESTEADING"  
CONTRACT BETWEEN CITY OF BOSTON  
AND THE AUTHORITY

On January 14, 1976, the Authority authorized the Director to enter into a Contract on behalf of the Authority with the City of Boston as part of the City's Urban Homesteading Program. Authorization for the Director to amend this Contract for the purpose of time extensions were subsequently voted on April 28, 1978, and November 30, 1978. Copies of these Memoranda are attached hereto.

Since the term of these extensions has now expired, execution of a Contract containing the same obligations and rights is now appropriate.

The Authority's limited yet vital role in the successful administration of this Program will continue to be only to accept and transfer title to H.U.D. foreclosed properties to a City nominated non-profit Neighborhood Housing Association for the purpose of the properties' rehabilitation.

An Appropriate Vote follows:

VOTED: That the Director be and hereby is authorized to execute a Contract, substantially in the form attached hereto, between the Boston Redevelopment Authority and the City of Boston concerning the "Homesteading Program".

VOTED FURTHER: That the Director be and hereby is authorized to execute any and all Deeds of "Urban Homesteading" properties as may be necessary to implement the "Urban Homesteading" Contract between the Boston Redevelopment Authority as approved by the Boston Redevelopment Authority on May 3, 1979.



AGREEMENT  
BY AND BETWEEN  
CITY OF BOSTON

AND

BOSTON REDEVELOPMENT AUTHORITY

THIS AGREEMENT entered into this                      day of                      197 ,  
by and between the Boston Redevelopment Authority, duly organized  
and existing pursuant to Chapter 121B of the General Laws of Massachusetts,  
having its usual place of business in Boston, hereinafter referred to as  
the "AUTHORITY" and the City of Boston, a municipal corporation in the  
Commonwealth of Massachusetts, acting by its Mayor, hereinafter referred  
to as the "CITY".

WITNESSETH THAT:

WHEREAS, the United States Department of Housing and Urban Development  
(hereinafter "HUD") is undertaking an Urban Homesteading Program, under  
Section 810 of the Housing and Community Development Act of 1974 and under  
the HUD "PROP" Program involving the transfer of HUD owned properties  
suitable for rehabilitation to local public agencies, such properties,  
thereafter to be transferred to community based non-profit corporations  
for rehabilitation and sale to community residents, and

WHEREAS, the AUTHORITY, pursuant to General Laws, Chapter 121B,  
Section 11 (d) is empowered to accept and transfer property; and

WHEREAS, the CITY has entered into contracts with local, non-  
profit corporations, or will have entered into such contracts before  
any properties are transferred from HUD, said contracts making the



local, non-profit corporation responsible for the acceptance of title for properties while they are being rehabilitated, and transfer of the properties to the owners once said properties are satisfactorily rehabilitated;

WHEREAS, the CITY has entered into ~~an~~ agreements with Urban Edge Real Estate of Greater Boston, Incorporated, hereinafter referred to as "URBAN EDGE", signed by the Mayor on July 27, 1976 and amended on August 29, 1978, and Lena Park Community Development Corporation, herein after referred to as "LENA PARK", signed by the Mayor on December 30, 1977, for the funding of the rehabilitation of properties approved by the CITY for acquisition, rehabilitation, and subsidized sale by URBAN EDGE and LENA PARK to low and moderate income families;

NOW, THEREFORE, the CITY and the AUTHORITY, for the consideration and under the conditions set forth, do hereby agree as follows:

ARTICLE I. SERVICES PROVIDED BY THE AUTHORITY

A. The AUTHORITY shall accept record title to properties from HUD, but the AUTHORITY shall not accept record title to any property until such time as the CITY's Director of Urban Homesteading has confirmed by letter and the local, non-profit corporation in whose area such property is located has confirmed by corporate vote that the local non-profit corporation desires the AUTHORITY to accept title to the property and, in turn that the local, non-profit corporation is prepared to accept title to the property from the AUTHORITY immediately upon the acceptance of title to the property by the AUTHORITY from HUD.

B. Immediately upon acceptance of title to a property from HUD, the AUTHORITY shall transfer title to said property to the appropriate local, non-profit corporation for nominal consideration.



C. In no event shall title to a property, once transferred by the AUTHORITY to the appropriate local, non-profit corporation, revert to the AUTHORITY.

D. The AUTHORITY shall also accept record title to properties from HUD for the purpose of immediate transfer to URBAN EDGE, a local non-profit corporation located in Jamaica Plain, and LENA PARK COMMUNITY DEVELOPMENT CORPORATION, a local non-profit corporation located in Franklin Field. The AUTHORITY's acceptance of title for immediate transfer to URBAN EDGE and LENA PARK shall be under the same conditions and in the same manner as set forth in Section A, B, C, and D of this ARTICLE.

## ARTICLE II. RESPONSIBILITIES OF THE CITY

A. The CITY shall bear all administrative responsibility for the operation of this demonstration program, including, but not limited to, contractual relations with HUD, contractual relations with the local, non-profit corporation, and coordination of all persons, groups, and city agencies and departments involved with this demonstration program.

## ARTICLE III. COMPENSATION

### A. Maximum Compensation

The CITY shall pay to the AUTHORITY, as full compensation for the services performed under this AGREEMENT, an amount not to exceed Three Thousand (\$3,000.00) Dollars.

### B. Method of Payment

- (i) Beginning on \_\_\_\_\_ the CONTRACTOR shall submit to the CITY a "Request for Reimbursement" at times in a manner and form specified in EXHIBIT D attached to this contract.

- (ii) The CITY shall pay to the CONTRACTOR the amount claimed in said "Request for Reimbursement" after verifying that the information contained therein is accurate and complies with the contract.
- (iii) Each "Request for Reimbursement" shall be accompanied by proper original invoices and any other appropriate documentation that conclusively substantiates, to the satisfaction of the CITY, the amount requested in each cost category.
- (iv) If the CITY disputes any of the data contained in or in support of the "Request for Reimbursement", the CITY shall notify the CONTRACTOR accordingly and pay only that part of the request that has been satisfactorily verified.

C. All payments made by the CITY due to the CONTRACTOR shall be dependent upon and subject to the CITY's receipt of Fiscal '79 Program Year funds due to the CITY under the Housing and Community Act of 1974 (P.L. 93-383).

D. Conditions Prerequisite to Payment of Contract

Notwithstanding any other provisions of this contract, the CITY may elect not to make payment on occurrence of any of the following events:

- 1) If the CONTRACTOR fails to establish and maintain on a current basis an adequate and accurate accounting system in accordance with generally accepted accounting principles and standards.



- 2) If the CONTRACTOR has made to the CITY any misrepresentation of a material nature, as determined by the CITY, in a payment request or in, or with respect to any document provided to the CITY.

E. The CITY shall disburse payment of funds allocated for this contract to the CONTRACTOR only upon satisfactory completion and delivery by the CONTRACTOR of the report required under EXHIBIT D attached to this contract, to the CITY.

F. Documentation of Costs

All costs shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers or other official documentation evidencing in proper detail, the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible.

G. Rights and Remedies Not Waived

In no event shall the making by the CITY of any payment on account of this contract constitute or be construed as a waiver by the CITY of any breach of covenant or any default which may then exist on the part of the CONTRACTOR and the making of any such payment by the CITY while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the CITY in respect to such breach or default.

ARTICLE IV PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING

The CONTRACTOR shall not assign, subcontract or in any way transfer any interest in this contract without the prior written consent of the CITY. The CITY reserves the right to deal with any assignee, subcontractor or transferee directly in the event of such occurrence and the CONTRACTOR agrees to remain bound by all terms and conditions of this contract in accordance with its original tenor.



ARTICLE V. . AMENDMENT

This AGREEMENT shall not be amended without written consent of the parties, subject to the written approval of the Mayor of the City of Boston.

ARTICLE VI. PERIOD OF PERFORMANCE

It is understood and agreed by the parties that the period of performance shall be from April 27, 1979 to April 26, 1980.

ARTICLE VII. PERFORMANCE BOND

Simultaneously with the execution of this AGREEMENT and before the same shall be binding on the CITY and the AUTHORITY, the AUTHORITY shall deliver a bond in the sum of One Thousand (\$1,000.00) Dollars by a surety company authorized to do business in the Commonwealth of Massachusetts or a check in the amount of One (\$1.00) Dollar, payable to the City of Boston and delivered to the City Auditor, in order to guarantee the full and faithful performance of all terms, conditions, and provisions of this AGREEMENT by the AUTHORITY.

ARTICLE VIII. TERMINATION

- A. The City may terminate this contract at any time by giving written notice of termination to the CONTRACTOR, which notice will be signed by the Mayor or his delegate and shall specify a termination date at least thirty (30) calendar days after mailing or hand deliver of such notice to the CONTRACTOR. The CONTRACTOR shall receive payment for all expenses paid or incurred in accordance herewith up through the date of termination.
- B. The CONTRACTOR may terminate this contract at any time by giving notice of termination to the CITY, which notice will be signed by the Director of the AUTHORITY, or if he be unable, by the person assuming



his responsibilities for the AUTHORITY, and shall specify a termination date at least thirty (30) calendar days after mailing or hand delivery of such notice to the CITY. The CONTRACTOR shall receive payment for all expenses paid or incurred in accordance herewith up through the date of termination.

C. Any payments made by the CITY for such expenses after the delivery of written notice as aforesaid shall only be made for expenses which were paid or incurred by the CONTRACTOR in accordance with EXHIBIT C, the Guideline Budget, attached to this contract, prior to the delivery of such notice. No other payment shall be made by the CITY in the event of termination hereunder unless specific written exception is given by the Mayor or his delegate. Termination and payment as aforesaid shall be full and complete settlement of any and all liabilities, claims or demands arising from or related to this contract.

#### ARTICLE IX. INSURANCE

##### Workmen's Compensation Insurance

- 1) The AUTHORITY shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (the so-called Workmen's Compensation Act) to all persons to be employed under this AGREEMENT.
- 2) Failure to provide and continue in force such insurance during the period of this AGREEMENT shall be deemed a material breach of this AGREEMENT and shall operate as an immediate termination thereof.



- 3) The AUTHORITY shall furnish to the CITY, evidence of such insurance, prior to the execution of this AGREEMENT and before same shall be binding on the parties thereto.

ARTICLE X. RELATIONSHIP WITH THE CITY

The AUTHORITY is retained solely for the purpose of and to the extent set forth in this AGREEMENT. The AUTHORITY's relationship to the CITY, so far as the Homesteading Program involving HUD properties is concerned, shall be that of an independent contractor. The AUTHORITY shall have no capacity to involve the CITY in any contract nor to incur any liability on the part of the CITY relative to the Homesteading Program involving HUD properties.

ARTICLE XI. ACCESS TO RECORDS

The CITY shall have complete access to all of the AUTHORITY's files and records which are pertinent to the performance of this AGREEMENT.

ARTICLE XII. REMEDIES OF AUTHORITY

If damages, other than loss of nonconforming services or of services not performed, are actually sustained by the AUTHORITY due to any act or omission for which the CITY is legally responsible, the CITY shall allow the AUTHORITY a sum equal to the amount of such damages sustained by the AUTHORITY as determined by an official of the CITY in writing, provided that the AUTHORITY shall have delivered to the official a detailed written statement of such damages and cause thereof within thirty (30) days of the act of omission by the CITY.



#### ARTICLE XIII. REMEDIES OF THE CITY

If the AUTHORITY should provide services in a manner which is not to the satisfaction of the CITY the CITY may request that the AUTHORITY revise said services to the CITY's satisfaction at no additional cost to the CITY. In the alternative, if the AUTHORITY fails to provide services, the CITY may make any reasonable purchase or contract to purchase services in substitution for those due from the AUTHORITY. The CITY shall pay the AUTHORITY for satisfactory services performed under this AGREEMENT, and the AUTHORITY shall be answerable to the CITY for damages sustained due to the AUTHORITY's negligence.

The AUTHORITY shall not be liable for any damages sustained by the CITY due to the AUTHORITY's failure to furnish services under the terms of this AGREEMENT, if such failure is in fact caused by the occurrence of a contingency the nonoccurrence of which was a basic assumption under which this AGREEMENT was made, including but not necessarily limited to:

a state of war; act of enemies; embargoes;  
expropriation or confiscation of facilities  
used by the AUTHORITY or by the AUTHORITY's  
compliance with any federal, state or municipal  
governmental regulation or order,

provided that the AUTHORITY has notified an official of the CITY in writing of such cause within fourteen (14) days of its occurrence.

#### ARTICLE XIV. RELATION TO PART II.

The provisions of Part II of this AGREEMENT supercede all terms and conditions of this part with which they may be in conflict so far as the terms of Part II are applicable to this AGREEMENT.



ARTICLE XV. ASSUMPTION OF LOSS AND LIABILITY

The AUTHORITY shall pay any and all debts for labor and materials contracted for by the AUTHORITY, for the rental of any appliance or equipment hired by the AUTHORITY, or for any expense incurred on account of services to be performed under this AGREEMENT.

The AUTHORITY shall bear all loss resulting from cause before performance of services is completed, and after performance of services if the service or work product fail to conform to specification.

The AUTHORITY shall assume the defense of and hold the CITY, its officers, agents or employees harmless from any and all suits and claims against them or any of them arising from any act or omission of the AUTHORITY, its agents or employees in any way connected with the performance of this contract.

ARTICLE XVI. RELEASE OF CITY ON FINAL PAYMENT

Simultaneously with acceptance by the AUTHORITY of what the CITY tenders as the final payment by it under this AGREEMENT, the AUTHORITY shall execute and deliver to the CITY a signed instrument releasing the CITY from all claims and liabilities, excluding such claims and liabilities as are expressly excepted in said instrument, in any way with this AGREEMENT.

Approved as to form:

Approved as to form:

\_\_\_\_\_  
Corporation Counsel

\_\_\_\_\_  
Harold Carroll  
Chief General Counsel

CITY OF BOSTON

*Boston Redevelopment Authority*

By \_\_\_\_\_  
May 22

By \_\_\_\_\_  
Robert J. Lyon, Director







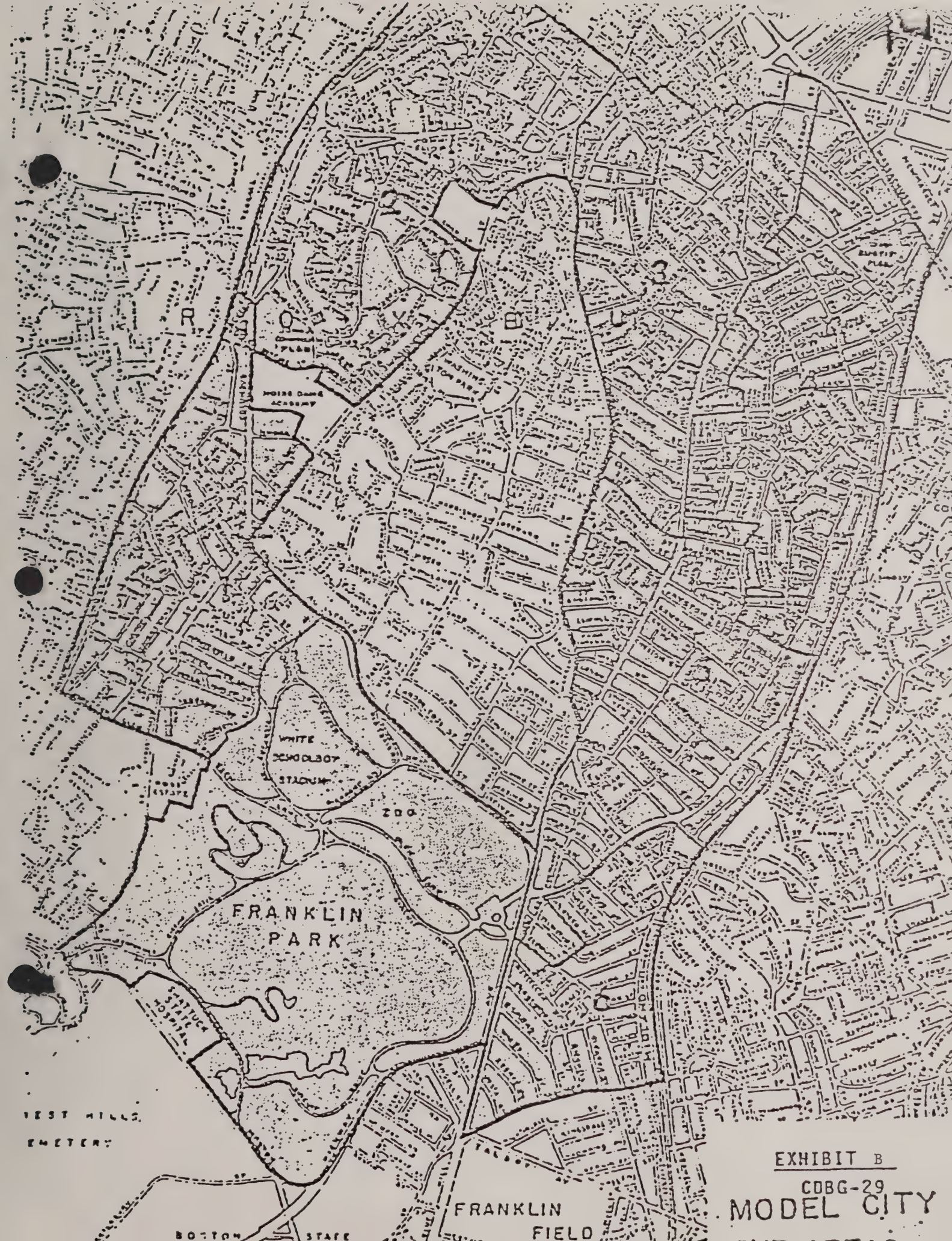


EXHIBIT B

CDBG-29

MODEL CITY

FRANKLIN  
FIELD

BOTTOM STAGE

WEST HILLS  
CEMETERY



EXHIBIT C

Guideline Budget

Boston Redevelopment Authority  
(April 27, 1979 - April 26, 1980)

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Acceptance and Transference of Legal Title to for up to eighteen (18)  
properties designated by HUD and the City.

18 properties @ \$150.00 each.....	\$2,700.00
Recording fees.....	<u>300.00</u>
TOTAL	\$3,000.00



EXHIBIT D

Reporting Requirements

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In accordance with ARTICLE III, "COMPENSATION", the AUTHORITY is required to satisfactorily complete and submit to the CITY the reports specified below.

The submittal date for each of the reports may be revised, at the option of the CITY, without formal amendment of this contract on the condition that the CITY shall notify the AUTHORITY of such change or changes at least (3) working days prior to the revised submittal date.

<u>REQUIREMENT</u>	<u>SUBMITTAL DATE</u>
Request for Reimbursement	Quarterly

CITY OF BOSTON  
SERVICE PROPOSAL  
AND  
CONTRACT

Contractor: Boston Redevelopment Authority  
( Legal name under which the Contractor conducts business )

Place of Business: 9th floor, New City Hall, Boston, Mass

The Contractor is a (an) \_\_\_\_\_  
Individual - Partnership - Corporation - Other ( specify )

If the Contractor is a Partnership, state names and addresses of all the partners

If the Contractor is a corporation, state the following:

The Corporation is incorporated in the State of Mass

~~Director~~ is Robert Ryan  
name address

Treasurer \_\_\_\_\_  
name address

If the Contractor is a foreign corporation, state the time when the power of attorney required by General Laws c. 181, s. 3, and the copies of the governing documents required by General Laws c. 181, s. 5, were filled:

If the business is conducted under any title other than the real name of the owner, state the time when and the place where the certificate required by General Laws c. 110, s. 5, were filled:

Enter the Federal Social Security Identification Number of the Contractor ( the number used on the Employer's Quarterly Federal Return, U.S. Treasury Department Form 941 ):



## MEMORANDUM

JANUARY 14, 1976

TO: BOSTON REDEVELOPMENT AUTHORITY

FROM: ROBERT T. KENNEY, DIRECTOR

SUBJECT: REQUEST FOR AUTHORIZATION TO ENTER INTO A CONTRACT  
WITH THE CITY OF BOSTON TO PARTICIPATE IN A  
HOMESTEADING PROGRAM.

The City of Boston is preparing to enter into a Contract with HUD to participate in HUD's homesteading program. The first stage of the program will transfer approximately 80 structures which HUD now owns to individuals who will rehabilitate them with low interest loans and agree to live in the structures for 3 years. The City will handle all administrative matters associated with the program. However, the Authority has been requested to act as the public agency which will accept title to each of the properties from HUD and immediately transfer it to a nonprofit neighborhood housing corporation designated by the City which will later lease and then sell the property to a qualified homesteader.

The Authority's sole responsibility in the process will be to accept title and immediately transfer it. The Authority will be reimbursed for its services by the City at the rate of \$150 for each property transferred. Members of the District Planning staff have participated in the development of the program and believe it will promote the efforts of the Authority in the districts affected.

In order for the City to formally enter into a Contract with HUD, which it expects to be ready to do within a month, the City must demonstrate that all participants in the proposed program, including the BRA, are in a position to participate. It is therefore appropriate for the Authority to authorize the Director to enter into a Contract with the City.

An appropriate Vote follows:

VOTED: That the Director be, and hereby is, authorized to enter into a Contract with the City of Boston as part of the City's Urban Homesteading Program. The Contract shall only obligate the Authority to accept and transfer title to properties at the direction of the City, and shall obligate the City to reimburse the Authority for its services at the rate of \$150 per property transferred.

HOMESTEADING CONTRACT APPROVAL  
FACT SHEET

**Board Action:** The Board is requested to authorize the Director to enter into a contract with the City as part of the City's Urban Homesteading Program.

**Purpose of the Contract:** The Authority will act as the legal entity which will accept title to the properties and transfer it to non-profit neighborhood housing corporations, which will then lease and sell the properties to individual homesteaders. The Authority will act as the pass-through agency because the City does not have the legal power to sell properties to private entities except by auction. The Authority's only responsibilities under the contract will be to accept and transfer title to properties at the direction of the City.

**Program Summary:** Approximately 80 properties in four neighborhoods of the City will be transferred by HUD over the next 12 to 18 months. In each neighborhood there will be a non-profit corporation which will select the homesteaders and supervise the rehab process. These corporations will be under contract to the City. They will also provide other services such as financial counseling. These corporations will own the properties and lease them to the homesteader's during rehab and sell then upon completion of rehab.

**Financial Reimbursement:** The City will pay the Authority for its legal services at the rate of \$150 per property transferred.

**Other Authority Involvement:** The Authority will have no other formal responsibilities in the program, such as property management, or rehabilitation supervision. However, John Weis and several district planners have been directly involved in the planning and development of the program.

**Schedule:** The City expects to enter into a contract with HUD in late January or February. The first properties would probably be transferred two to three months later.



BOARD APPROVED

6.

November 30, 1978

MEMORANDUM

TO: BOSTON REDEVELOPMENT AUTHORITY

FROM: ROBERT J. RYAN, DIRECTOR

SUBJECT: REQUEST FOR AUTHORIZATION TO AMEND EXISTING  
"URBAN HOMESTEADING" CONTRACT BETWEEN CITY OF BOSTON  
AND THE AUTHORITY TO ALLOW EXTENSION OF CONTRACT TO  
APRIL 26, 1979.

On January 14, 1976, the Authority authorized the Director to enter into a Contract on behalf of the Authority with the City of Boston as part of the City's Urban Homesteading Program. Authorization for the Director to amend this Contract for the purpose of a time extension was subsequently approved by the Authority on April 28, 1978. A copy of the original Contract and the approved Amendment are attached hereto.

Since that time the City of Boston has extended the term of its Urban Homesteading Contract with H.U.D. to April 26, 1979. Since the Authority's role in the Program, to accept and transfer title to H.U.D. foreclosed properties to a City nominated non-profit Neighborhood Housing Association for the purpose of the properties' rehabilitation, is vital to the Program's continuing success, it is now requested that the Authority's Contract with the City continue to be co-terminous with the Contract between the City and H.U.D. and therefor be extended to April 26, 1979.

An appropriate Vote follows:

VOTED: That the Director be and hereby is authorized to execute an Amendment to the Contract by and between the Boston Redevelopment Authority and the City of Boston concerning the Homesteading Program dated February 1, 1976, said Amendment to allow for an extension of time for performance up to and including April 26, 1979.

VOTED FURTHER: That the Director be and hereby is authorized to execute any and all Deeds of "Urban Homesteading" properties as may be necessary to implement the "Urban Homesteading" Contract between the Boston Redevelopment Authority and the City of Boston dated February 1, 1976, as amended.



## MEMORANDUM

APRIL 28, 1977

TO: BOSTON REDEVELOPMENT AUTHORITY

FROM: ROBERT F. WALSH, DIRECTOR

SUBJECT: REQUEST FOR AUTHORIZATION TO AMEND EXISTING HOMESTEADING CONTRACT  
BY AND BETWEEN THE BOSTON REDEVELOPMENT AUTHORITY AND THE CITY OF BOSTON

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This is to request that the above-cited Contract be amended and that the Board confirm that the Director is in fact authorized to accept and convey certain H.U.D. foreclosed properties conveyed to the Authority and reconveyed to the City's nominee "Non-profit Neighborhood Housing Corporation".

On January 14, 1976, the Authority Board authorized the Director to enter into a Contract with the City of Boston as part of the City's Urban Homesteading Program. The Contract obligated the Authority to accept and transfer title to properties at the request of the City. The term of the Contract was up through March 31, 1977. Since the City has executed an extension of time amendment with H.U.D. which runs up to April 26, 1978, it is hereby requested that the Contract that this Authority has with the City also be extended up to said date.

Under a new program entitled PROP (an alternate property disposition approach), the City may also take advantage of other properties that H.U.D. has available. This approach allows HUD to turn over properties for a nominal consideration (\$1.00 with an "as is" value of \$5,000 or less) to public agencies which, in turn, may re-dispose of such properties to non-profit corporations or individuals. So that the City may be able to obtain properties under said PROP Program, and whereas the Authority is the proper public agency to perform channelization of title from HUD to the City's nominee, it is, therefore, appropriate for the Authority to include the PROP Program in said Homesteading Contract with the City paying for BRA costs (\$150 per parcel).

Lastly, it was voted in the Memorandum dated January 14, 1976, that "the Director be, and is authorized to accept title and immediately transfer it". This memo, for the sake of clarity and interpretation wishes to confirm the fact that the Director may execute any and all instruments, agreements or documents pertaining to the Authority's responsibilities contained in said Contract and more specifically for and on behalf of the Authority as the Grantor party on any deed re-conveying property(s) to non-profit neighborhood housing corporation designated by the City of Boston.

It is specifically understood by this Memorandum that no other terms and conditions in the Contract express and/or implied, are altered, amended or otherwise changed.

An appropriate Vote follows.



VOTED: That the Director be and hereby is authorized to execute an amendment to the contract by and between the Boston Redevelopment Authority and the City of Boston concerning the Homesteading Program dated February 1, 1976, said amendment to allow for an extension of time for performance up to and including April 26, 1978 and for the inclusion within said Contract of those parcels designated as a part of HUD's PROP Program.

FURTHER VOTED: That the Director be and hereby is authorized to sign any and all instruments, agreements and documents necessary to effectuate the purposes of the amended Contract by and between the Boston Redevelopment Authority and the City of Boston, dated February 1, 1976, concerning both the Homesteading and PROP Programs.